

## **PS 8539 Deed Covenant Example**

The areal limits of those portions of archaeological site 42Em2594 (the "Site") located within the Property (and more fully depicted in the attached map) shall be subject to the following restrictions hereinafter set forth, which shall be a covenant running with the land in perpetuity and which shall be binding between the Trust Lands Administration and each and every purchaser and owner, their heirs, successors and assigns (referred to collectively as "Purchaser"). This covenant protects the Site and its setting, and requires the Purchaser to seek approval from the Trust Lands Administration before conducting any ground-disturbing activities within the Site. Purchaser may not collect arrowheads or any other artifacts from the Site, or allow anyone else to collect such specimens, as ownership of all specimens is reserved to the Trust Lands Administration:

1. Ownership of all archaeological contexts, data, artifacts, specimens, structural remains, and archaeological features and deposits shall remain in the Trust Lands Administration.

2. For all activities conducted within the Sites, Purchaser shall comply with the Utah Antiquities Act, Utah Code Annotated § 9-8-301 et seq. and § 9-8-404 (1953), as amended, or any amending or replacing legislation, as if the Trust Lands Administration held title to the Site, including but not limited to:

A. Prior to commencing any undertaking (as defined in Utah Administrative Code rule R850-60-200) within the limits of Sites, Purchaser shall consult with the Trust Lands Administration and seek approval for the proposed undertaking.

B. Approval shall be subject to the archaeological contexts, data, artifacts, specimens, structural remains, features and deposits contained in the Sites being preserved, recovered, or otherwise treated in a manner satisfactory to the Trust Lands Administration.

C. Purchaser shall provide the Trust Lands Administration with all collections (i.e., specimens, unprocessed samples, notes and photographs) resulting from archaeological investigations at the Sites and all subsequent data analyses and reports.

3. The Trust Lands Administration may, at its discretion, release the restrictive covenant in part or in its entirety in the event it determines, in consultation with the Utah Division of State History, that an appropriate level of data recovery has occurred at the Sites.

4. The restrictive covenant is for the benefit of the beneficiaries of the subject lands. The Trust Lands Administration or the Utah Division of State History may monitor compliance with, seek enforcement of, and be entitled to enjoin any violation of the restrictive covenant and to recover damages caused by the violation.

5. The Trust Lands Administration reserves a right of access in perpetuity across the Property to the Sites within the parcel for the purpose of monitoring compliance with this restrictive covenant or for facilitation of archaeological research within the Site.

6. The Trust Lands Administration reserves the right, but does not covenant, to conduct archaeological investigations at the Sites, along with a right of access for the same, but does not covenant to cause any release of the restrictive covenants pursuant to paragraph 3, above.

7. In the event the Trust Lands Administration exercises any right or conducts any activity on the Property authorized under this restrictive covenant, the Trust Lands Administration shall restore to its original condition any portion of the property disturbed by such exercise or activity and shall hold harmless and indemnify Purchaser from any and all liability, claim or damage, which may arise from such exercise and activity.